

## **BID SOLICITATION NOTICE**

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, WE REQUEST THAT BIDDERS COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING SERVICES YOU WILL RECEIVE.

**THE NEW JERSEY TURNPIKE AUTHORITY**  
**PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**  
New Jersey Turnpike Administrative Offices  
P.O. Box 5042  
581 Main Street  
Woodbridge, New Jersey 07095-5042  
Tel. - 732-750-5300 Fax - 732-750-5399

**TITLE:      UNDERGROUND UTILITY LOCATING AND MARKING SERVICES**

**BID NO:     RM-92039**

**DUE DATE:  7/24/12**

**TIME:       11:30 AM**

**SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**  
BIDDER INFORMATION (PLEASE PRINT)

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO.   or   TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

**THE NEW JERSEY TURNPIKE AUTHORITY  
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

**New Jersey Turnpike Administrative Offices**

P.O. Box 5042

581 Main Street

Woodbridge, New Jersey 07095-5042

Tel. – 732-750-5300 Fax - 732-750-5399

**INVITATION TO BID**

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**DUE DATE: 7/24/12**

**TIME: 11:30 AM**

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**BIDDER INFORMATION (TO BE COMPLETED BY THE BIDDER)**

Please Print

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): \_\_\_\_\_

### **BIDDER GUIDELINES/CHECKLIST**

PURSUANT TO N.J.S.A. 27:23-6.1 AND N.J.A.C. 19:9-2.1 et seq. BID PROPOSALS WHICH FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. Bid proposals must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephone or Facsimile proposals will not be accepted. The accompanying self-addressed envelope should contain or be attached to the bid proposal.
2. The bid proposal must include all price information. Bid prices shall include delivery of all items F.O.B. destination unless otherwise provided. Prices must be firm through the term of the contract.
3. All bid proposal prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the bidder.
5. **See the Authority's Instructions to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as REQUIRED FORMS that must be included with the bid proposal or the bid will be rejected. (SEE ATTACHED)**

#### **Have you included the following documents?**

- (a) State of New Jersey Division of Revenue Business Registration Certificate(s)
  - (b) Certification of Registration with the Secretary of State (only if a foreign (non-NJ) corporation)
  - (c) Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
  - (d) Affirmative Action Information Sheet with Certificate or Form AA302
  - (e) Signed Mandatory Equal Employment Opportunity Language
  - (f) SBE/WBE/MBE Certificates and Form
  - (g) Vendor Disclosure Form (EO129 - Location of Services)
  - (h) Notice of Set-Off for State Tax (P.L. 1999, c.159)
  - (i) Automobile Waiver
  - (j) Insurance Requirement
6. **This Request for Bids requires the following Mandatory Documents or the bid will be rejected:**
- a) Bid Bond and/or Letter of Surety, Cashier's Check Requirement
  - b) Stockholder/Partnership Disclosure Statement
7. Bidder must sign the Bid
8. Contract Bond Requirement. If awarded, the Contract Bond for each Roadway shall be in the full amount of the "Annual Total Cost" as entered on pages 13 and 14 (Bid Price Forms).
9. **Bidders may bid the Turnpike locations, Parkway locations or both. Contract award(s), if any, will be made to the lowest responsive, responsible bidder for each Roadway.**

**REQUEST FOR BIDS**  
**THIS IS NOT AN ORDER**  
**DATE OF REQUEST:**

Sealed Bids RM-92039 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

**INTENTION**

It is the intention of the Authority to issue a Price Agreement for **Underground Utility Locating and Marking Services on the New Jersey Turnpike and the Garden State Parkway, as per the attached Specifications.** Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for two (2) years with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Please contact Richard Bava with any questions regarding this procurement/contract at 732-750-5300 X 8636.

**BID SHEET INSTRUCTIONS**

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Purchasing in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Purchasing. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Purchasing as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.**

Only written interpretations or corrections issued by the Director of Purchasing by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency. All erasures, interpolations or other physical

changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where "Exceptions" are permitted.

**Bidders must supply a price for every item listed. Bids not having a price in all listed items may be rejected. The bid will be awarded to the vendor who supplies the lowest total cost for ALL items as listed in the bid.**

Bidders must quote only one price per line item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected.

The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

**Bidders may bid the Turnpike locations, Parkway locations or both. Contract award(s), if any, will to the lowest responsive, responsible bidder for each Roadway.**

**NEW JERSEY TURNPIKE AUTHORITY**

**NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: RM-92039**

**BID TITLE: Underground Utility Locating and Marking Services**

If you do not choose to respond to this Bid, please complete the form below:

Name of Company\_\_\_\_\_

Reason you did not respond (Check all that apply)

- \_\_\_\_\_ Cannot supply product or service
- \_\_\_\_\_ Cannot meet technical specifications
- \_\_\_\_\_ Cannot meet delivery specifications
- \_\_\_\_\_ Cannot meet legal requirements  
(i.e. bid/performance/security/insurance, etc.)
- \_\_\_\_\_ Cannot provide a competitive price at this time
- \_\_\_\_\_ Interested in receiving specifications for informational purposes only.
- \_\_\_\_\_ Insufficient lead time to respond
- \_\_\_\_\_ Other :(please be specific)

Do you wish to remain on our mailing list?

\_\_\_\_\_Yes      \_\_\_\_\_No

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed:(optional)\_\_\_\_\_

Company:\_\_\_\_\_

# **NEW JERSEY TURNPIKE AUTHORITY**

## **SPECIFICATIONS FOR UNDERGROUND UTILITY LOCATING AND MARKING SERVICES (May, 2012)**

### **1. PURPOSE AND INTENT**

The Authority requires the services of a contractor to furnish the necessary labor and equipment to provide underground utility locating and marking services (Mark-Out Services) along the entire length of the New Jersey Turnpike and/or the Garden State Parkway.

The name "Authority" or "NJTA" hereinafter refers to the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, NJ 07095. The name "Contractor" hereinafter refers to the Company hired and retained by Authority on an annual basis to perform Mark-Out Services as indicated in these Specifications.

### **2. CONTRACT PERIOD**

The term of the Contract shall commence upon receipt of an Authority Purchase Order and shall terminate on the date two (2) years after the date of the Purchase Order or until such a time as the need for such services are no longer required, whichever comes first.

The Authority, at its sole discretion, may choose to extend this Contract for an additional two (2), one (1) year terms, with the consent of the Contractor. The Authority will notify the Contractor, in writing, thirty days prior to the end Agreement should it desire to extend the Contract.

### **3. GENERAL CONDITIONS**

All work performed under the Contract shall be done in accordance with the following conditions:

- A.** The Contractor shall provide complete personnel, office services, vehicles and all tools and materials required for the safe and proper performance of this Contract.
- B.** The Contractor shall designate a single point of contact between the Contractor and the Authority.
- C.** The Contractor shall receive, and respond as required, to all excavation notices as directed by the Authority in accordance with all New Jersey Codes. The Authority will forward to the Contractor only the requests that the Authority deems necessary.
- D.** The Contractor shall be required to locate and mark all **Authority owned** facilities which include electric, water, gas, forced sewer mains and telephone/fiber optic lines of all sizes.
- E.** The Authority reserves the right, with the full cooperation of the Contractor, to monitor the Contractor's performance.
- F.** All records associated with the performance of this Contract shall be made available to authorized Authority personnel upon request.

- G. Normal working hours and working days of the Contractor's office shall be identical to those of the NJ Turnpike, 8:00am to 4:30pm Monday to Friday, and Garden State Parkway, 7:00am to 3:00pm Monday to Friday.
- H. The Contractor shall respond to all Regular Locate Requests (Bid Item 1) within two (2) business days.
- I. The Contractor shall respond to all Emergency Locate Requests (Bid Item 3) within two (2) hours if the Authority does own, operate or control any underground facilities on the site. The Contractor shall notify both the excavator and the Authority of its site visitation and the type of facility or facilities that were marked.
- J. The Contractor shall maintain records of all requests received, indicating the time and date the excavation site was visited and the type of facilities marked.

#### 4. SCOPE OF WORK

- A. The Authority shall receive all excavation notices and forward to the Contractor **only the locate requests which may require locating and marking**. Tickets will be forwarded to the Contractor at the Authority's discretion.
- B. For each locate request the Contractor shall review the Authority's underground facilities map, **if available**, to determine if any conflict exists between the proposed excavation and the Authority's facilities. Should any conflict exist the Contractor shall locate and mark such facilities.
- C. The Contract covers only the facilities which are located in the Authority's "Right of Way". **The Contractor shall not be entitled to payment for the locating and marking of utilities which are located outside of the Authority's "Right of Way".**
- D. The Contractor shall use paint, flags or stakes as necessary to mark the location of the facilities. The markings shall be placed at reasonable distances and shall be in accordance with the APWA color code guidelines.
- E. The Contractor shall perform all services in a workman-like manner and in accordance with all applicable laws, regulations and ordinances, and shall comply with locating procedures approved by the National Utility Locating Contractor's Association.
- F. Should the Contractor encounter an "Identifiable, but Un-locatable" facility, which is defined as a facility whose presence is known but which cannot be located using standard methods, the Contractor shall notify the Authority after having exhausted all reasonable efforts to locate said facility. Should this occur the Authority will assist the Contractor to complete the locate request at no charge to the Contractor.
- G. Upon completion of the locating and marking of the underground facilities the Contractor shall provide all findings to the Authority 12 hours prior to the start date and time for normal locates to allow the Authority to inform the excavator of the site visitation and the type of facility or facilities that were marked.
- H. It shall be the responsibility of the Authority to close out all locate requests.



**5. PRICING**

The pricing for this Contract consists of six (6) items as shown on the Bid Summary Sheets and as defined below.

- A. **Item 1** – This price shall be based on any/all locate requests forwarded to the Contractor by the Authority during normal working hours. The price shall include services to locate and mark utilities including but not limited to electric, water, gas, forced sewer mains and telephone/fiber optic lines of all sizes. The price is based on a per 1100 linear foot interval. Mark-outs less than 1100' will not be prorated. Should the Contractor be unable to locate any utilities pursuant to a locate request, contractor shall be paid for “clear tickets” (tickets with no markings) for the initial 1100 linear foot markings in accordance with Bid Items 1 and 3 for each Roadway.
- B. **Item 2** – This price shall be for each additional 1100 linear foot interval for any/all locate requests covered in **Item 1**, with the exception that the Contractor **will not** be paid for “clear tickets” (tickets with no markings) for this line item.
- C. **Item 3** – This price shall be based on only **emergency locate requests** after normal working hours or on weekends or holidays. See Section 3G (page 8).
- D. **Item 4** – This hourly rate shall be based on any/all **stand-by requests** made by the Excavator to the Authority in accordance with state regulations. This hourly rate shall also include any additional services requested by the Authority not specified in this Agreement.
- E. **Item 5** – This price shall be based on the Contractor providing **permanent marking** (if directed by the Authority) using Authority supplied Rhino Soil Marker, Super Grip Stake System or some similar product according to the same conditions and requirements as **Item 1**. The pricing for this line item shall include the installation of the markers as well as the price for services required in line Item 1.
- F. **Item 6** – This price shall be based on the Contractor providing **permanent marking** (if directed by the Authority) using Authority supplied Rhino Soil Marker, Super Grip Stake System or some similar product according to the same conditions and requirements as **Item 2**. The pricing for this line item shall include the installation of the markers as well as the price for services required in line Item 2.

**The Contractor shall only be paid for actual markings placed. The Contractor shall include all costs of travel, including time tolls, fuel, and all others.**

**The quantities on the Bid Summary Sheet are for award purposes only. The Authority shall in no way guarantee or be bound by these estimates under the terms of this Contract.**

**6. AUTHORITY SUPPLIED MATERIAL**

The Authority shall supply the Contractor with flags displaying an emergency contact number as required by law. The Authority, at its sole discretion, may choose to have the Contractor permanently mark the utilities with an Authority supplied device such as the Rhino Soil Marker or Super Grip Stake System. It is the responsibility of the Contractor to supply all other materials as required.

**7. PROVISIONS FOR PAYMENT**

Invoices shall be submitted for payment on a monthly basis covering all the work performed during the preceding thirty days and must be received by the Authority no later than the end of the succeeding month. The invoice shall include a list of all locate requests, identifying regular or emergency, and all other pertinent information.

**8. DRAWINGS**

The Authority will provide the Contractor with all available roadway drawings (some plans are available in a PDF file and those that are not will be supplied as hard copies). After locating and marking the utilities in the area specified by the mark-out ticket the Contractor will clearly mark said utilities in their proper location on the appropriate roadway map (surveying of utilities is not required, the approximate locations on the drawings will suffice). The Contractor will forward these as-built drawings to the Authority's contact person on a monthly basis.

**9. REPORTING**

**A. Photographs**

The Contractor is required to provide photographs of all marked out facilities for each ticket to the Authority on a monthly basis.

**B. Spreadsheet**

The Contractor is required to provide a spreadsheet containing ticket number, type of call out, findings, receive date and time and complete date and time to the Authority on a monthly basis. The Authority will work with the Contractor to produce a mutually agreeable format.

**10. LIABILITY FOR DAMAGES AND DAMAGE INVESTIGATION**

In the event Authority facilities are damaged as a direct result of the Contractor's errors or omissions to properly mark the Authority's facilities in accordance with all applicable codes and laws governing utility protection the Contractor shall be liable for repair or replacement expenses to the Authority.

Upon notification that any of the Authority's underground facilities has been damaged in an area being serviced by the Contractor, the Authority will immediately direct the Contractor to conduct an on-site investigation of the incident and submit a full report of its findings to the Authority's representative within five (5) working days. The cost of such investigation shall not be charged to the Authority. Actions indicating negligence by the Contractor include, but are not limited to, the failure to:

- Positively identify the proposed excavation area.
- Visually assess any physical utility structures helpful in identifying underground line locations.
- Properly use locating equipment.
- Properly apply marks on a horizontal plane.
- Mark the site within the time prescribed by New Jersey Code.

## 11. INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

## 12. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract, assign or otherwise transfer in any way, its obligations, or the performance of the same or any equipment included in this Contract without the prior written consent of the Authority.

## 13. TRAFFIC PERMIT

Prior to starting work, the Contractor shall obtain a New Jersey Turnpike Authority "Traffic Permit" which authorizes him to work on Authority property. This form, to be completed by the Contractor, will be sent about the time the Purchase Order is awarded. It is the Contractor's responsibility to retain a copy of the completed traffic permit in the vehicle(s) servicing this Contract at all times.

## 14. TRAFFIC, TOLLS AND SAFETY

Turnpike passes will not be issued to the Contractor. **All mileage, costs and tolls incurred by the Contractor are not reimbursable and should be calculated for in the bid price.** Contractor vehicles will not be permitted to use Z-turns, median U-turns, grade separated U-turns or make U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns will be subject to a summons by the State Police. Access to the work site in this Contract may be via Turnpike interchanges by means of revenue toll tickets or via local streets. If access is via the Turnpike, egress must also be via the Turnpike. If access is via local streets, egress must also be via local streets. Exiting the Turnpike via an access gate, as at Service Areas or Maintenance Facilities, constitutes an evasion of tolls and is prohibited by Authority regulations, NJAC 19:-1.19.

The Contractor's appropriate personnel must attend a Traffic Safety Training Class as specified in Section 3.1.3 of the Authority's **Manual for Traffic Control in Work Zones** (see below).

For questions regarding Traffic Permits, Traffic, Tolls and Safety please refer to the Authority's **Manual for Traffic Control in Work Zones** which can be found on the following web site <http://www.state.nj.us/turnpike/> then clicking on the "Doing Business" tab; then click on

“Construction”; then click on “Additional Forms for Construction Contracts”: then click on “NJTA-Manual-for-Traffic-Control-in-Work Zones”.

**15 PERSONNEL AND VEHICLES**

All personnel servicing this Contract shall be neat in appearance. All Contractor vehicles shall be marked in a prominent location with the company name such that it will be recognizable to the State Police who patrol the Authority’s facilities.

**16. TERMINATION OF CONTRACT**

It is recognized by the parties hereto that the services to be provided under this Contract form a part of an essential public service and that such services must be timely and thorough. Accordingly, it is agreed that this Contract may be terminated in accordance with Section VII C of the Instructions to Bidders (attached).

## **BID PRICE FORM – TURNPIKE** **MATERIAL AND SERVICE DESCRIPTION**

THE QUANTITIES (QTY) SHOWN BELOW ARE ONE (1) YEAR ESTIMATES, AND SHOULD BE USED AS AN ESTIMATE FOR EACH YEAR OF THE BASE 2-YEAR CONTRACT.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1.	5,000	EACH CALL	Price for Each Notice of Intent to Excavate Forwarded to the Contractor by The Authority Including 1100 Linear Feet of Marking.	\$	\$
2.	480	EACH	Price for Each Additional 1100 Linear Feet or Less.	\$	\$
3.	100	EACH CALL	Price for Each Emergency Locate Request After Normal Working Hours or on Weekends or Holidays. Including 1100 Linear Feet of Marking	\$	\$
4.	60	PER HOUR	Additional Services, Including Stand –By Services.	\$	\$
5.	500	EACH CALL	Price to Permanently Mark 1100 Linear Feet Using Authority Supplied Rhino Soil Marker or Super Grip Stake System.	\$	\$
6.	100	EACH	Price for Each Additional 1100 Linear Feet Using Authority Supplied Rhino Soil Marker or Super Grip Stake System.	\$	\$
<b><u>ANNUAL TOTAL COST</u></b> (Items 1 thru 6)					

**THIS CONTRACT WILL BE AWARDED TO THE BIDDER WITH THE LOWEST  
ANNUAL TOTAL COST.**

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
Name of Company and / Authorized Signature of Bidder

## **BID PRICE FORM – PARKWAY** **MATERIAL AND SERVICE DESCRIPTION**

THE QUANTITIES (QTY) SHOWN BELOW ARE ONE (1) YEAR ESTIMATES, AND SHOULD BE USED AS AN ESTIMATE FOR EACH YEAR OF THE BASE 2-YEAR CONTRACT.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1.	3,000	EACH CALL	Price for Each Notice of Intent to Excavate Forwarded to the Contractor by The Authority Including 1100 Linear Feet of Marking.	\$	\$
2.	480	EACH	Price for Each Additional 1100 Linear Feet or Less.	\$	\$
3.	100	EACH CALL	Price for Each Emergency Locate Request After Normal Working Hours or on Weekends or Holidays. Including 1100 Linear Feet of Marking	\$	\$
4.	60	PER HOUR	Additional Services, Including Stand –By Services.	\$	\$
5.	500	EACH CALL	Price to Permanently Mark 1100 Linear Feet Using Authority Supplied Rhino Soil Marker or Super Grip Stake System.	\$	\$
6.	100	EACH	Price for Each Additional 1100 Linear Feet Using Authority Supplied Rhino Soil Marker or Super Grip Stake System.	\$	\$
<b><u>ANNUAL TOTAL COST</u></b> (Items 1 thru 6)					\$

**THIS CONTRACT WILL BE AWARDED TO THE BIDDER WITH THE LOWEST  
ANNUAL TOTAL COST.**

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Name of Company and / Authorized Signature of Bidder

## **SIGNATURE PAGE**

**ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

☐

**CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

**BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

**OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Bidding Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: # \_\_\_\_\_

**New Jersey Turnpike Authority**

**Draft Agreement**

**UNDERGROUND UTILITY LOCATING AND MARKING SERVICES**

THIS AGREEMENT, dated \_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, having principal offices located at \_\_\_\_\_ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Agreement and terminate two (2) years therefrom, unless earlier terminated. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.



This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Sheri Czajkowski  
Secretary

[Corporate Seal]

BY \_\_\_\_\_  
Veronique Hakim  
Executive Director

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

[Corporate Seal]

BY \_\_\_\_\_  
Name  
Title